

**Procedural Guide  
for the  
Zoos and Aquarium Facilities Grant  
  
under the  
DR. PAUL CHAFFEE ZOOLOGICAL  
PROGRAM**

Funded by the  
Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection  
Bond Act of 2000



**October 2001**

**State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**



## Inquiries

Direct all inquiries, correspondence, and grant Applications to individual Project Officers at:

California Department of Parks and Recreation  
Office of Grants and Local Services  
1416 9<sup>th</sup> Street  
P.O. Box 942896  
Sacramento, CA 94296-0001  
(916) 653-7423 Telephone  
(916) 653-6511 FAX

Project Officers' names and geographic assignments can be found on the Department's web at <http://www.parks.ca.gov> by following related links to Grants and 2000 Bond Act.

## **THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

### **Departmental Mission**

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

### **Departmental Focus**

As California edges into the 21<sup>st</sup> Century, the most significant aspect of our mission is to ensure that future generations are able to enjoy California's diverse natural and cultural heritage while enjoying its outstanding recreational opportunities.

The Department of Parks and Recreation will play an important role as a leader among park, recreation and resource management service providers. The Department will not only strengthen its bond with its traditional partners, including government agencies, cooperative associations, foundations, user groups, environmental organizations, and numerous other non profits, but will also form new partnerships with a broad range of service providers to insure the Department connects with all Californians.

Responding to the recreational and open-space needs of a growing population and expanding communities, the 2000 Bond Act will revive state stewardship of natural and cultural resources by investing in neighborhood and state parks, coastal beaches, scenic areas, and promoting clean water protection. Local and state parks provide safe places to play in neighborhoods, splendid scenic landscapes, exceptional experiences, and world-recognized recreational opportunities, and in so doing, are vital to California's quality of life and economy.

Together, we share the ability and the responsibility to carry on a proud century-old heritage of stewardship and enjoyment!

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## I. DEFINITIONS

**Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. These are defined in the Definition Section below.**

Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

**“Allocation”** means a distribution of funds, or an expenditure limit established for an agency for one or more Projects.

**“Applicant”** means an agency or organization requesting funding from a program administered by the Department.

**“Application”** means the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

**“Appropriation”** means a budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

**“AZA”** means the American Zoo and Aquarium Association.

**“Bond Act”** means the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000.

**“CEQA”** means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.; Title 14, California Code of Regulations Section 15000 et. seq.

**“Contract”** means an agreement between the Department and Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

**“Department”** means the California Department of Parks and Recreation.

**“Development”** means improvements to real property by construction of new facilities or renovation or additions to existing facilities.

**“Director”** means the Director of the California Department of Parks and Recreation.

**“Force Account”** means Project work performed by a Grantee’s own work force.

**“Grantee”** means an Applicant who has an approved Contract for grant funds.

**“Non-Profit Organization”** means an incorporated organization chartered for open non-profit-making activities.

**“Pro-rata”** means an equal distribution of funds divided among eligible applicants.

**“Program”** means the Zoos and Aquarium Facilities Grant Program (ZAF)

**“Project”** means the Development, enhancement, restoration or other activity to be accomplished with grant funds.

**“Project Grant Amount”** means the amount of grant funds assigned to a specific Project.

**“Project Officer”** means an employee of the Department, who acts as a liaison with Grantees and administers Bond Act grants.

**“Project Performance Period”** means the period of time that the grant funds are available, and the time in which the Project must be completed, billed and paid.

**“Project Scope”** means the description of the work or activity to be accomplished on the Project.

**“Stewardship”** means the Development and implementation of Projects for the protection, preservation, rehabilitation, restoration, improvement of natural systems and outstanding features, and historical and cultural resources.

**“Tenure”** means the Applicant owns the land or has another long-term agreement with the landowner. (See Appendix F, pg. 45)

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.308(J)(1), and 5096.339(a), [Public Resources Code](#). Section 6500 et seq. Government Code*



## II. ZOOS AND AQUARIUM GRANT PROGRAM DESCRIPTION

### **2000 Bond Act Intent**

The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, responding to the recreational and open-space needs of a growing population and expanding urban communities, is intended to revive state Stewardship of natural resources by investing in neighborhood parks and state parks, clean water protection and coastal beaches and scenic areas.

### **Zoos and Aquarium Facilities (ZAF) Grant Program Intent**

The ZAF funds are appropriated to cities, counties, and non-profit organizations for the development, rehabilitation, or restoration of facilities accredited by the American Zoo and Aquarium Association (AZA) that are operated by cities, counties, and non-profit organizations.

### **Amount of Funds Available**

Approximately \$5,401,000 is the net amount available for funding. The amount of funds available reflects the State administrative costs deduction. ZAF Grants will be distributed through an equal distribution of funds divided among eligible applicants.

### **Eligible Applicants**

Cities, counties, and non-profit organizations that operate zoos and aquariums accredited by the American Zoo and Aquarium Association (AZA). The zoo or aquarium must be AZA accredited as of April 1, 2002.

### **Eligible Projects**

Eligible Projects include Development, rehabilitation, and restoration of lands and facilities of AZA accredited zoos and aquariums.

### **Ineligible Projects**

The following Projects are ineligible for funding:

- Planning
- Programs
- Master planning
- Acquisition of land
- Operations and maintenance
- Projects that comprise only planning
- Daily operational costs, such as animal feed, transportation, salaries, etc.

### **State Administrative Costs**

The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.310(l)(1), 5096.339, (a), 5096.367 [Public Resources Code](#).*

### III. IMPORTANT POINTS

- The Authorizing Resolution or Board Letter and required documents must be received by the Department by 5:00 p.m., April 1, 2002, or postmarked on or before April 1, 2002 (See "Grant Process", pg. 6 for more information).
- As of April 1, 2002, the facility must be accredited by the American Zoo and Aquarium Association (AZA).
- Eligible Project costs incurred after July 1, 2001 are reimbursable if the applicant is awarded a grant. Grant funds cannot be made available until there is a fully executed Contract between the Department and the Grantee.
- The Grantee may spend up to 25% of the Project Grant Amount for non-construction costs, including grants administration, plans, permits, specifications, and/or CEQA compliance.
- At the time of application, the Grantee must provide, at a minimum, either 1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Grantee will comply with CEQA. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process can be applied to the non-construction costs limit. Applicants must submit copies of all existing permits and a list of additional required permits, the status of each, and indicate when permit approval will occur. Permits for undertaking a Project must be obtained before construction starts.
- Prior to commencement of construction, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a Notice of Exemption filed with the county clerk, or an Environmental Impact Report or a Negative Declaration, along with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk.
- Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.
- The Grantee should complete all Projects and submit final documentation by March 1, 2009 to process the final payment. All Grant funds that have not been expended by the Grantee shall revert to the Bond Act fund and be available for Appropriation by the Legislature for one or more of the categories that the Legislature determines to be of the highest priority statewide.
- The ZAF Grant Project Performance Period is July 1, 2001 to June 30, 2009.
- The Grantee must have a fully executed Contract by June 30, 2004.

- The Grantee must own the land or the land must be subject to a lease or other long-term interest satisfactory to the Department. If a Grantee does not have fee title to the land, the Grantee shall demonstrate to the satisfaction of the Department that the proposed Project will provide benefits that are commensurate with the type and duration of the interest in land that is held by the Grantee. (See Appendix F, pg. 45).
- The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and disabled access laws.
- The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
- Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding from the 2000 Bond Act shall post signs acknowledging the source of the funds. (See Appendix G, pg. 49)
- Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds guaranteeing faithful performance of the covenants and obligations of the Grant Contract. The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California. The Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract. The performance bond must remain in full force and effect until the time the final payment is processed on the Grant Contract.
- For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute, and deliver to the Department a promissory note in a form approved by the Department. The amount of the note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, renovated, and/or remodeled on such real property, for the term of at least 10 years for Grants up to and including \$100,000, and for the term of at least 20 years for Grants exceeding \$100,000. The lien shall be evidenced by a deed of trust or other suitable recordable document approved by the Department. The Grantee shall execute, record, and deliver such deed of trust or other recordable document to the Department prior to the execution of the Grant Contract.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.301, 5096.307(a), 5096.339(a), 5096.309, 5096.341(a)(d)(1) and (2), 5096.342, 5096.343, [Public Resources Code](#).*

#### IV. GRANT PROCESS

The Grantee shall receive a Contract for the entire Allocation by submitting a signed resolution or board letter from the Grantee's governing body. The Grantee shall submit individual Project Application form(s) for each eligible Project within the Grantee's jurisdiction. For Application information, see page 27.

Following is the ZAF grant process:

1. The Applicant submits the authorizing resolution or board letter **AND** a copy of the zoo's or aquarium's AZA accreditation document, copies of all required local, state, and federal permits obtained to keep wildlife (permits must be current), to the Department no later than 5:00 p.m. on or before April 1, 2002. For Non-Profit Organizations, the articles of incorporation and an IRS Letter of Tax Exemption are also required.
2. The Department reviews the resolution and documents and if approved, sends a Contract to the Applicant for signature.
3. The Non-Profit Applicant acquires a performance bond and a deed of trust.
4. The Applicant returns the signed Contract, and if applicable, includes the fully executed performance bond and the recorded deed of trust to the Department.
5. The Department returns a fully executed Contract to the Grantee.
6. The Grantee submits one copy of each individual Project Application(s) to the Department.
7. The Department reviews the Application materials and sends a letter of approval to the Grantee or requests additional information. The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as plans, specifications, and CEQA compliance.
8. Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded, and the Grantee has issued a Notice to Proceed.
9. The Grantee posts 2000 Bond Act signs, as required, acknowledging the source of funds.
10. The Grantee completes the Project and submits a Project Completion Package.
11. The Department Project Officer makes final on-site Project inspection.
12. The Department processes final payment.
13. The Department may perform an audit of the completed Project.

## V. ADMINISTRATION PROCESS

### Changes to Project Scope

A Grantee wishing to change the Project Scope of an approved Project shall submit any changes to the original Project Scope in writing to the Department for prior approval. Any changes in scope shall be in compliance with the intent of the ZAF Grant Program.

### Project Withdrawals

The Grantee may withdraw a Project. The funds allocated to the Project will revert to the Grantee's Allocation. The Grantee shall notify the Department in writing of a Project withdrawal. If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the Project Grant Amount.

### Eligible Costs

Costs related to construction management, which can be documented as direct charges, are eligible. Indirect costs are ineligible.

| <b>COST</b>                    | <b>EXPLANATION</b>   | <b>EXAMPLES</b>  |
|--------------------------------|--|--|
| Non-Construction Costs         | <ul style="list-style-type: none"><li>• Costs incurred after July 1, 2001 including planning, and permits</li><li>• Expenditures subject to 25% non-construction cost maximum</li></ul>  | <ul style="list-style-type: none"><li>• CEQA Compliance</li><li>• Construction plans</li><li>• Permits</li></ul>                       |
| Personnel or Employee Services | <ul style="list-style-type: none"><li>• Must be computed according to Grantee's prevailing wage or salary scales</li><li>• Must be computed on actual time spent on Project</li><li>• Must not exceed Grantee's established rates for similar positions</li></ul>  | <ul style="list-style-type: none"><li>• Wages and benefits.</li><li>• Work performed by another section/department in agency</li></ul> |
| Consultant Services            | <ul style="list-style-type: none"><li>• Costs paid to consultants necessary for the Project</li><li>• Consultants must be paid in compliance with the Grantee's customary method and rate</li><li>• No consultant fee shall be paid to Grantee's own employees without prior approval</li></ul>  | <ul style="list-style-type: none"><li>• Costs paid to consultants necessary for the Project.</li></ul>                                 |
| Construction                   | <ul style="list-style-type: none"><li>• All necessary construction activities</li></ul>  | <ul style="list-style-type: none"><li>• Facility Development</li><li>• Inspection and construction management</li></ul>                |
| Construction Equipment         | <ul style="list-style-type: none"><li>• The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes</li><li>• The Grantee may use the California Department of Transportation's equipment rental rates as a guide</li><li>• The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage</li><li>• The equipment use charges must be made in accordance with Grantee's normal accounting practices</li><li>• The Grantee must describe the work performed, the hours used, and related use to Project</li></ul> | <ul style="list-style-type: none"><li>• Rental equipment</li><li>• Purchased equipment</li></ul>                                       |

|                                 |  |   |
|---------------------------------|--|---|
| Fixed Equipment                 | <ul style="list-style-type: none"> <li>Equipment permanently fixed to Project facility</li> </ul>  | <ul style="list-style-type: none"> <li>Enclosures</li> <li>Signs/interpretive aids</li> <li>Animal platforms/perches</li> </ul>         |
| Construction Supplies/Materials | <ul style="list-style-type: none"> <li>May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those Grantee would pay</li> <li>Costs may be capitalized according to Grantee's policy</li> <li>The Grantee may only claim those costs reasonably attributable to Project</li> </ul> | <ul style="list-style-type: none"> <li>Materials such as concrete, wood, etc.</li> <li>Supplies such as hammers, nails, etc.</li> </ul> |
| Relocation Costs                | <ul style="list-style-type: none"> <li>Costs resulting in displacement of person/business.</li> <li>Grantee shall comply with State Relocation Act requirements.</li> </ul>  | <ul style="list-style-type: none"> <li>See Chapter 16, Section 7260, <u>Government Code</u></li> </ul>                                  |
| Miscellaneous                   | <ul style="list-style-type: none"> <li>Other Project-related costs</li> </ul>  | <ul style="list-style-type: none"> <li>Communications expenses</li> <li>Insurance</li> </ul>  |

### Payment Process

The following table illustrates the grant fund payment process for Development Projects:

| DEVELOPMENT PROJECT   |
|---|
| <ul style="list-style-type: none"> <li>The Grantee may request a 10% advance of the Project Grant Amount as specified in the approved Application to be spent on costs such as plans, specifications, permits and CEQA compliance.</li> <li>Once CEQA has been completed, the Grantee commences work on the Project, and may request up to 80% of the Project Grant Amount, as specified in the approved Application, either when construction has commenced, or after the construction Contract is awarded, and issued a Notice to Proceed.</li> <li>After completion of the Project, the Grantee submits support materials and requests final payment.</li> </ul> |

### Payment Request Forms

Requests for payment are submitted on DPR Form 212, Payment Request Form (See Appendix D, pg. 33).

All figures should be rounded to the nearest dollar. Grantees should allow four to six weeks to receive payment after submitting a completed payment request to the Department.

### Interest Earned From An Advance

Any interest earned from an advance shall be returned to the Department unless the interest is used for Project costs.

### Loss of Funding

The following actions will result in a Grantee's loss of funding:

- A Grantee fails to obtain a grant Contract by June 30, 2004.
- A Grantee withdraws from the grant program.
- A Grantee fails to complete funded Projects and/or fails to submit all documentation within eight years from the date of Appropriation of program funds

**Site Visits**

The Grantee shall permit periodic on-site visits, including a final inspection of project lands and/or facilities and developed utilizing 2000 Bond Act funds, to determine if the work performed is in accordance with the approved Project Scope.

**Public Access**

The Grantee shall provide for public access to the Project lands and/or facilities, in accordance with the intent and provisions of the enabling legislation and/or program.

**Project Completion**

Upon Project completion, the Grantee submits the final payment request, final Project costs, and Project Certification Form, which is included in the Project Completion Package. (See Appendix E, pg. 37).

**Special Provisions****Performance Bond Requirement - Non-Profit Organizations**

Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds guaranteeing faithful performance of the covenants and obligations of the Grant Contract.

The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California. The Grantee shall execute and deliver the performance bond to the Department prior to execution of the Grant Contract.

The performance bond must remain in full force and effect until the time the final payment is processed on the Grant Contract.

**Promissory Note and Deed of Trust Requirement -Development Projects Occurring on Private Property**

For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department. The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 10 years for grants up to and including \$100,000, and for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department. The Grantee shall execute, record, and deliver such deed of trust to the Department prior to the execution of this Grant Contract.

Should any of the following events occur, the Department may, without the consent of the State Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of the Grant Contract.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341(d)(1), [Public Resources Code](#)*

## VI. STATE AUDIT

### **Audit Purpose**

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which funds were granted. The Grantee shall have the Project records, including the source documents and cancelled warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

### **Accounting Requirements**

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source of original documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

### **Records Retention**

All Project records must be retained for at least one year following an audit.

*Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.341(a), [Public Resources Code](#).*



## VII. APPENDICES

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## APPENDIX A - Sample Resolution

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## SAMPLE RESOLUTION

Resolution No: \_\_\_\_\_

### RESOLUTION OF THE \_\_\_\_\_

(Title of Governing Body, City Council, Board of Supervisors)

### **APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE DR. PAUL CHAFFEE ZOOLOGICAL-ZOOS AND AQUARIUM FACILITIES GRANT PROGRAM UNDER THE SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR, AND COASTAL PROTECTION BOND ACT OF 2000**

*WHEREAS*, the people of the State of California have enacted the Dr. Paul Chaffee Zoological Program-Zoos and Aquarium Facilities Grant (ZAF) which provides funds to cities, counties, and non-profit organizations for the development, rehabilitation, or restoration of facilities accredited by the American Association of Zoos and Aquariums (AZA) and operated by cities, counties, and non-profit organizations; and

*WHEREAS*, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the grant program, setting up necessary procedures; and

*WHEREAS*, said procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Applicant to apply for the ZAF Grant Allocation, and

*WHEREAS*, the Applicant will enter into a Contract with the State of California;

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_  
(Applicant's Governing Body)

1. Approves the filing of an Application for local assistance funds from the ZAF Grant under the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the project(s); and
3. Certifies that the Applicant has reviewed, understands and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Appoints the (designated position) \_\_\_\_\_ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, payment requests and so on, which may be necessary for the completion of project(s).

Approved and Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by \_\_\_\_\_ following a roll call vote:

\_\_\_\_\_  
(Applicant's Governing Body)

Ayes

Noes

Absent

\_\_\_\_\_  
(Clerk)

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## APPENDIX B - Grant Contract

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State of California - The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT

DR. PAUL CHAFFEE ZOOLOGICAL--- ZOOS AND AQUARIUM FACILITES GRANT

GRANTEE \_\_\_\_\_

THE PROJECT PERFORMANCE PERIOD is from July 1, 2001 through June 30, 2009.

The Grantee agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation pursuant to the Dr. Paul Chaffee Zoological-Zoos and Aquarium Facilities Grant Program in the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000, agrees to fund the Project(s) up to the total State Grant Amount indicated.

**THESE FUNDS ARE FOR THE DEVELOPMENT, REHABILITATION, AND RESTORATION OF FACILITIES ACCREDITED BY THE AMERICAN ASSOCIATION OF ZOOS AND AQUARIUMS AND OPERATED BY CITIES, COUNTIES, AND NON-PROFIT ORGANIZATIONS**

Total State Grant Amount not to exceed \$ \_\_\_\_\_

\_\_\_\_\_  
Grantee

By \_\_\_\_\_  
(Signature of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION OF FUNDING

CERTIFICATION OF FUNDING (For State Use Only)

|   |          |                             |         |             |             |
|---|----------|-----------------------------|---------|-------------|-------------|
| AMOUNT OF ESTIMATE \$   |          | CONTRACT NUMBER             | FUND    |             |             |
| ADJ. INCREASING ENCUMBRANCE \$  |          | APPROPRIATION               |         |             |             |
| ADJ. DECREASING ENCUMBRANCE \$  |          | ITEM CALSTARS VENDOR NUMBER |         |             |             |
| UNENCUMBERED BALANCE  |          | LINE ITEM ALLOTMENT         | CHAPTER | STATUTE     | FISCAL YEAR |
| T.B.A. NO.  | B.R. NO. | INDEX                       | PCA     | OBJ. EXPEND |             |
| I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance. |          |                             |         |             |             |
| SIGNATURE OF ACCOUNTING OFFICER   |          |                             | DATE    |             |             |

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## Grant Contract

### Special Provisions

#### General Provisions

##### A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Development" as used herein means improvements to real property by construction of new facilities or renovation or additions to existing facilities.
4. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term "Project" as used herein means the Project described on page 1 of this Contract.
6. The term "State" as used herein means the State of California Department of Parks and Recreation.

##### B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.; Title 14, California Code of Regulations, Section 15000 et. seq.)
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and disabled access laws.
5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval.
7. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or program.
8. Pursuant to guidelines issued by the Secretary for Resources, all recipients of funding shall post signs acknowledging the source of funds.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits

that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.

10. The Grantee shall maintain and operate the property funded pursuant to Section 5096.343 (a) (1) of the Public Resources Code for a period that is commensurate with the type of Project and the proportion of state funds or property allocated to the capital costs of the Project. With the approval of the State, the Grantee, or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. The Grantee shall use the property only for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. The agreements specified in this section shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by those agreements. If the use of the property is changed to a use that is not permitted by the category from which the grant funds were appropriated, or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be used by the Grantee for a purpose authorized by that category, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a purpose authorized by that category. If the property sold or otherwise disposed of is less than the entire interest in the property funded with the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized by the category from which the funds were appropriated, pursuant to agreement with the State as specified in this section, or shall be reimbursed to the fund and be available for Appropriation by the Legislature only for a use authorized by that category.
11. The Application shall be accompanied by certification from the Grantee's planning agency that the Project for which the grant is requested is consistent with the applicable city or county general plan, or the appropriate planning document, as the case may be, and will satisfy a high priority need. If the Applicant is a Non-Profit Organization, the Applicant must also certify that the Project is consistent with its Articles of Incorporation.
12. Prior to execution of the Grant Contract, Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds guaranteeing faithful performance of the covenants and obligations of the Grant Contract.

The performance bond shall be prepared on standard bonding company forms and shall be issued by a corporate surety authorized to transact a general surety business in the State of California.

The performance bond must remain in full force and effect until the time the final payment is processed on the Contract.

13. For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute and deliver to the Department a promissory note in a form approved by the Department. The amount of the promissory note shall be the total amount of the grant. The Department shall have an enforceable lien right on the real property and any and all facilities constructed, acquired, renovated, and/or remodeled on such real property, for the term of at least 20 years for grants exceeding \$100,000. The lien shall be evidenced by a deed of trust approved by the Department. The Grantee shall execute, record, and deliver such deed of trust to the Department prior to the execution of this Grant Contract.

Should any of the following events occur, the Department may, without the consent of the Department of General Services, foreclose upon the lien, take possession of and sell the property:

- The owner of the real property or the facilities thereon ceases to be an eligible Grantee.
- The Grantee fails to meet any or all of the obligations or covenants of this Grant Contract.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth on page 1 of this Contract:
  - a. Up to a ten percent advance of the total Project Grant Amount.
  - b. On proof of award of a construction contract or commencement of construction by force account, up to eighty percent of the total Project Grant Amount, or the actual cost, whichever is less.
  - c. Remaining Project grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project related purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
2. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure by the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.

4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of a judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State Project Grant monies were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

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## **APPENDIX C - Application Form**

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State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**SAFE NEIGHBORHOOD PARKS, CLEAN WATER, CLEAN AIR AND COASTAL PROTECTION  
BOND ACT OF 2000 PROGRAM**

**DR. PAUL CHAFFEE ZOOLOGICAL---ZOOS AND AQUARIUM FACILITIES GRANT**

**PROJECT APPLICATION**

This Form and Required Attachments Must Be Submitted for Each Project Site

|                                      |  |                       |
|--------------------------------------|--|-----------------------|
| PROJECT NAME                         | AMOUNT OF GRANT REQUESTED<br><div style="text-align: right;">\$</div>                                  |                       |
|                                      | Estimated TOTAL PROJECT COST<br>(State Grant and other funds) <div style="text-align: right;">\$</div> |                       |
| Grant Applicant (Agency and Address) | COUNTY   | NEAREST CITY          |
|                                      | PROJECT ADDRESS  |                       |
|                                      | NEAREST CROSS STREET   |                       |
|                                      | SENATE DISTRICT NO.  | ASSEMBLY DISTRICT NO. |

Grant Applicant's Representative Authorized in Resolution

|             |       |       |        |
|-------------|-------|-------|--------|
| Name (type) | Title | Phone | E-mail |
|-------------|-------|-------|--------|

Person with day-to-day responsibility for Project (if different from authorized representative)

|             |       |       |        |
|-------------|-------|-------|--------|
| Name (type) | Title | Phone | E-mail |
|-------------|-------|-------|--------|

Brief description of project

Project Land Tenure – Project is: \_\_\_\_\_ acres

\_\_\_\_\_ Acres owned in fee simple by Grant Applicant

\_\_\_\_\_ Acres available under a \_\_\_\_\_ year lease

\_\_\_\_\_ Acres other interest (explain) \_\_\_\_\_

I certify that the information contained in this Project application form and application requirements is accurate. If a non-profit organization, I also certify that this project is consistent with its Articles of Incorporation.

Signed

\_\_\_\_\_  
Grant Applicant's Authorized Representative as shown in Resolution

\_\_\_\_\_  
Date

I certify that this Project is consistent with the city or county general plan, or appropriate planning documents, as the case may be and will satisfy a high priority need.

Signed

\_\_\_\_\_  
City or Counties Authorized Planning Agency Representative

\_\_\_\_\_  
Date



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## PROJECT APPLICATION CHECKLIST

After a Grantee has a fully executed Contract encumbering their Allocation, the Grantee shall submit to the Department one complete Project Application per project site (a Grantee may have multiple Projects within their facility). The Project Application shall consist of the following items:

- ☐ 1. Project Application Form, including a certification from the city or county planning agency, that the Project is consistent with the city or county general plan, zoning codes, and local ordinances. The Grantee's authorized representative and the representative from the Grantee's planning agency must sign the Project Application Form. If the Applicant is a Non-Profit Organization, the Applicant must also certify that the Project is consistent with its Articles of Incorporation.
- ☐ 2. Copies of all required local, state, and federal permits obtained to keep wildlife (permits must be current)
- ☐ 3. Articles of incorporation and an IRS Letter of Tax Exemption (if Non-Profit Organization)
- ☐ 4. Grantees that are Non-Profit Organizations shall execute and deliver to the Department a performance bond, to accompany the Grant Contract, in the amount equal to at least one hundred percent (100%) of the total grant funds. This is not required at time of Application.
- ☐ 5. Project Proposal Narrative. A one page project proposal narrative that briefly outlines the project and its intended goals.
- ☐ 6. At the time of application, the Grantee must provide, at a minimum, either (1) a notice of exemption filed with the county clerk, or (2) an initial study with a description of how the Grantee will comply with CEQA. The Grantee may provide an environmental impact report or negative declaration along with a response from the State Clearinghouse; and a copy of the notice of determination filed with and stamped by, the county clerk.
- ☐ 7. Prior to commencement of construction, the Grantee must complete the CEQA process and provide documentation. The required documentation must include one of the following: a notice of exemption filed with the county clerk, or an environmental impact report or a negative declaration, along with the response from the State Clearinghouse, and a copy of the notice of determination filed with, and stamped by, the county clerk.
- ☐ 8. Evidence of adequate land tenure (fee title, lease, joint powers agreement, etc.).
- ☐ 9. Project location map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project
- ☐ 10. Site plan

- ☐ 11. Cost estimate
- ☐ 12. Source of additional funds
- ☐ 13. Required Permits
  - ◆ Applicants must submit copies of all existing permits and a list of additional required permits, the status of each, and indicate when permit approval will occur.
  - ◆ Permits for undertaking a Project must be obtained before construction starts.
- ☐ 14. All leases, agreements, etc., affecting Project lands or the operation and maintenance thereof
- ☐ 15. For Development Projects occurring on real property held in private ownership, the Grantee, prior to execution of the Grant Contract, shall execute to the Department a promissory note in a form approved by the Department. This is not required at the time of Application.
- ☐ 15. Photos of Project site

## APPENDIX D - Payment Request Form



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State of California – The Resources Agency  
**DEPARTMENT OF PARKS AND RECREATION**  
**PAYMENT REQUEST**  
**State Grant Programs**

**See Instructions on reverse**

|                                     |   |                                   |
|-------------------------------------|---|-----------------------------------|
| 1. PROJECT NUMBER                   | 2. CONTRACT NUMBER                        |                                   |
| 3. GRANTEE                          |   |                                   |
| 4. PROJECT TITLE                    |   |                                   |
| 5. TYPE OF PAYMENT                  |   |                                   |
| ADVANCE<br><input type="checkbox"/> | REIMBURSEMENT<br><input type="checkbox"/> | FINAL<br><input type="checkbox"/> |

**6. PAYMENT INFORMATION**  
(ROUND ALL FIGURES TO THE NEAREST DOLLAR)

|   |    |  |
|---|----|--|
| a. Project Amount                                   | \$ |  |
| b. Funds Received to Date                           | \$ |  |
| c. Available (a. minus b.)                          | \$ |  |
| d. Amount of This Request                           | \$ |  |
| e. Remaining Funds After This Payment (c. minus d.) | \$ |  |

**7. SEND WARRANT TO:**

|                       |  |
|-----------------------|--|
| GRANTEE NAME          |  |
| STREET ADDRESS        |  |
| CITY, STATE, ZIP CODE |  |
| ATTENTION             |  |

|   |       |      |
|---|-------|------|
| 8. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION | TITLE | DATE |
|---|-------|------|

**FOR DEPARTMENT OF PARKS AND RECREATION ONLY**

|                            |      |
|----------------------------|------|
| PAYMENT APPROVAL SIGNATURE | DATE |
|----------------------------|------|

DPR 212 (Rev.5/01) (Front)

## **PAYMENT INSTRUCTIONS**

The following instructions correspond to items on the Payment Request Form:

1. PROJECT NUMBER—The number assigned by the State to this Project
2. CONTRACT NUMBER—As shown in Certification of Funding section of the Project Contract
3. GRANTEE—GRANTEE name as shown on the Project Contract
4. PROJECT TITLE—Title of Project for which payment is requested
5. TYPE OF PAYMENT—Check appropriate box
6. PAYMENT INFORMATION
  - (a) Project Grant Amount—The amount of state grant funds allocated to this Project
  - (b) Funds Received to Date—Total amount already received for this Project
  - (c) Available -- (a. minus b.)
  - (d) Amount of This Payment Request—Amount that is being requested
  - (e) Remaining Funds After This Payment -- (c. minus d)
7. SEND WARRANT TO – Grantee name, address and contact person
8. SIGNATURE OF AUTHORIZED REPRESENTATIVE

## APPENDIX E - Project Completion Package

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## **PROJECT COMPLETION PACKAGE STATE PARK GRANT PROGRAMS**

These forms are necessary to complete State grant Projects. Any questions should be directed to your Project Officer.

1. READ ALL FORMS. Share them with individuals who will be preparing the financial documents.
2. Use these forms for all State grant programs. Make copies of the forms as needed.
3. FORMS: The forms have been designed for your convenience. You may elect to use another format provided that all requested information is presented in a clear and concise manner.
4. REMEMBER, YOU ARE REQUIRED TO KEEP SOURCE DOCUMENTS FOR ALL EXPENDITURES RELATED TO EACH GRANT FOR AT LEAST THREE YEARS FOLLOWING PROJECT COMPLETION, AND AT LEAST ONE YEAR FOLLOWING AN AUDIT. A PROJECT IS CONSIDERED COMPLETE UPON RECEIPT OF FINAL GRANT PAYMENT FROM THE STATE.

## PROJECT COMPLETION PACKAGE CHECKLIST

Please submit the following documentation to receive final payment for the grant Project. Incomplete documentation may result in a delayed payment.

### REQUIRED:

1. Payment Request Form – One copy of the payment request form, DPR 212, signed by authorized representative.
2. Project Certification Form – Insure that the form is completely filled out and signed by the Grantee representative responsible for fiscal accountability.
3. Project Cost Summary Form – Use this form or equivalent for final payment requests and reimbursement requests to summarize all Project costs. Include warrant number, date, recipient, purpose (e.g. construction Contract, fencing materials) and amount.

### IF APPLICABLE:

4. Labor Costs Summary Form – Summarize any in-house labor costs charged to the Project; the summary should note the location of source documentation to verify the summary (e.g., journal voucher number, work authorization, etc.). You may claim standard hourly wages plus benefits; no overhead.
5. Equipment Cost Summary Form – Include type of equipment, dates, amount, work performed. Indicate how the rate was obtained (e.g. Department of Transportation standards).

## PROJECT CERTIFICATION FORM

GRANTEE: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

PROJECT DESCRIPTION – List facilities developed:

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ \_\_\_\_\_

HAS A NOTICE OF COMPLETION BEEN FILED? YES \_\_\_\_\_ NO \_\_\_\_\_  
IF NO, PLEASE EXPLAIN:

### CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

\_\_\_\_\_  
Grantee Fiscal Representative, Title

\_\_\_\_\_  
Date



## PROJECT COSTS SUMMARY FORM

Project Number \_\_\_\_\_

| Warrant/Check<br>Number | Date | Recipient | Purpose | Amount |
|-------------------------|------|-----------|---------|--------|
|-------------------------|------|-----------|---------|--------|

---

---

Total Labor Costs (from attached form) \$ \_\_\_\_\_

Total Equipment Costs (from attached form) \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

## LABOR COSTS SUMMARY FORM

Project Number \_\_\_\_\_

| Work<br>Authorization # | Unit<br>Performing Work | Dates/<br>Pay Period | Purpose | Amount |
|-------------------------|-------------------------|----------------------|---------|--------|
|-------------------------|-------------------------|----------------------|---------|--------|

---

---

Sub Total                      \$ \_\_\_\_\_

Grand Total                      \$ \_\_\_\_\_ \*

\* (Carry Total Forward to Project Costs Summary Form)

## EQUIPMENT COSTS SUMMARY FORM

Project Number \_\_\_\_\_

| <u>Type of Equipment</u> | <u>Dates Work Performed</u> | <u>Amount</u> |
|--------------------------|-----------------------------|---------------|
|--------------------------|-----------------------------|---------------|

---

|          |          |
|----------|----------|
| Subtotal | \$ _____ |
|----------|----------|

|             |            |
|-------------|------------|
| Grand Total | \$ _____ * |
|-------------|------------|

\* (Carry Total Forward to Project Costs Summary Form)

## APPENDIX F - Land Tenure Scale

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## Minimum Land Tenure Requirements

Applicants must certify to the Department that they have adequate control of, and Tenure to, properties to be improved under the 2000 Bond Act. Adequate control includes, but is not limited to, ownership, lease, easement, joint powers agreement, or other long term interest in the property.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

The Grantee shall:

- (1) Maintain and operate the property funded pursuant to this chapter for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project. (See time scale below.) With the approval of the Department, the Grantee or the Grantee's successor in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with this section. A lease or other short-term agreement cannot be revocable at will by the lessor.
- (2) Use the property only for the purpose for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by a specific act of the legislature.

### Time Scale

The Department requires that the Grantee agrees to use the property for public recreation use according to the time scale given below:

- Grants up to and including \$100,000 require at least 10 years of Land Tenure and Public Recreation Operation
- Grants exceeding \$100,000 require at least 20 years of Land Tenure and Public Recreation Operation

Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Sections 5096.342(b), 5096.343, [Public Resources Code](#)

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## APPENDIX G - Sign Guidelines



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## **SIGN GUIDELINES**

### **Authority**

All Projects funded by the “The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000” ([2000 Bond Act](#)) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.

### **Purpose:**

Installation of signs at all Project sites is required to acknowledge the public’s support of the 2000 Parks Bond Act and promote the benefits provided by Bond fund assistance.

### **Types of Signs**

#### **1. Signs Posted During Construction (required for specific situations)**

For Projects funded with 2000 Park Bond Act funds in excess of \$750,000 and/or those Projects in areas of high visibility (such as near a major thoroughfare), a sign is required during construction.

Recommended minimum size of sign: 4 feet x 8 feet

#### **2. Signs Posted Upon Completion (required for all Projects)**

All Grantees are required to post a sign at the Project site. The sign must be available for the final inspection of the Project. All signs must include the universal logo (see information on logo below).

There is no minimum or maximum size for the sign (other than the minimum size for the logo) as long as the sign contains the required wording (see below).

## Language for Sign

All signs will contain the minimum language below:

### (Description of Project)

***Another Project to Improve California Parks*** (optional: coast, trails, urban parks, etc.) ***funded by the 2000 Parks Bond Act***  
Optional: The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000 (the Villaraigosa-Keeley Act)

**Rusty Areias**, Director, California Department of Parks and Recreation

**Mary Nichols**, Secretary for Resources

**Gray Davis**, Governor

The name of the director of the local agency or other governing body also may be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the Project.

### Universal Logo

All signs will contain a universal logo (a copy is below) which will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the Internet <http://resources.ca.gov/bond/>. Your Project Officer can also provide the logo on disk.

- The universal logo must be mounted in an area to maximize visibility and durability.
- The logo must be a minimum of 2'x2'. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appropriate.

### Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

### Sign Duration

The goal is to have Project signs in place for a lengthy period of time, preferably a minimum of two years for all Projects and four years for Projects over \$750,000.

**Sign Cost**

The cost of the sign(s) is an eligible Project cost. More permanent signage is also encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

**Appropriateness of Signs**

For Projects where the required sign may be out of place (such as some cultural and historic monuments and buildings or where affected by local sign ordinances), the Project Officer in consultation with the Applicant may authorize a sign that is appropriate to the Project in question. Alternate signage must be clearly recognizable as a 2000 Parks/Water Bond Project. Archaeological sites are excluded from the sign requirement.

**Signs on State Highways**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

**Further Questions**

The Grantee should consult with the Project Officer to resolve any sign issues.

Following is the logo:



Note: Authority cited: Section 5003, [Public Resources Code](#). Reference: Section 5096.309, [Public Resources Code](#).

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## APPENDIX H - Sample Note

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## SAMPLE

### NOTE

[Total Amount of Grant]

In exchange for the receipt of the sum of [Total Amount of Grant] pursuant to [Grant Contract] dated [Date of Execution of Original Grant Contract] (hereinafter "CONTRACT") between the State of California, Department of Parks and Recreation (hereinafter "STATE") and [Grantee] (hereinafter "GRANTEE"), GRANTEE agrees to repay STATE [Total Amount of Grant] in the event that GRANTEE fails to abide by its obligations as set forth in the CONTRACT. The amount of this NOTE shall be the total amount of the grant.

By the foregoing reference to the CONTRACT, the terms of the CONTRACT are incorporated in this NOTE by such reference as if fully set forth and agreed to in this NOTE. Notwithstanding that the term of the CONTRACT expires on **June 30, 2009**, the term of this NOTE is effective ***the date of execution of the original grant contract, and will expire June 30, 2019 for grants up to and including \$100,000, and June 30, 2029 for grants exceeding \$100,000.***

At the end of such term, provided that all covenants and obligations of the CONTRACT have been met by GRANTEE, GRANTEE's obligations to repay the sums advanced by STATE to GRANTEE pursuant to the terms of the CONTRACT shall be forgiven, this NOTE cancelled and returned to GRANTEE.

If action is commenced to enforce this NOTE, GRANTEE agrees to pay any and all court and attorney fees suffered by STATE.

[GRANTEE]

By: \_\_\_\_\_  
[Name of Signer on behalf of GRANTEE]  
[Title of Signer on behalf of GRANTEE]



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## APPENDIX I – Sample Deed of Trust

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WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
1416 Ninth Street, Room \_\_\_\_\_  
Sacramento, California 95814

### DEED OF TRUST

This DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
[GRANTEE NAME] \_\_\_\_\_, hereinafter referred to as "TRUSTOR",  
[TITLE COMPANY] \_\_\_\_\_, hereinafter referred to as "TRUSTEE", and the  
State of California, acting through the Department of Parks and Recreation, hereinafter  
referred to as "BENEFICIARY".

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to  
TRUSTEE, in Trust with power of sale, the real property located in the City of \_\_\_\_\_  
\_\_\_\_\_ and County of \_\_\_\_\_,  
described as follows:

[Legal Description of Property]

TOGETHER with the rents, issues and profits thereof, subject, however, to the  
right, power and authority hereinafter given to and conferred upon BENEFICIARY to  
collect and apply such rents, issues and profits.

FOR THE PURPOSES OF SECURING TRUSTOR'S obligations according to  
the terms of a promissory note, (hereinafter referred to as "NOTE"), of even date  
herewith, such NOTE may be, or as, amended from time to time, executed by the  
TRUSTOR to BENEFICIARY, and the performance of each agreement herein  
contained.

A. To protect the security of this DEED OF TRUST, TRUSTOR agrees:

1. To keep said property in good condition and repair; not to remove or demolish  
any building thereon; to complete or restore promptly and in good and workmanlike  
manner any building which may be constructed, damaged, or destroyed thereon, and to  
pay when due all claims for labor performed and materials furnished therefore; to  
comply with all laws affecting said property or requiring any alterations or improvements  
to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or  
permit any act upon said property in violation of the law; to do all other acts which from  
the character or use of said property may be reasonably necessary, the specific  
enumerations herein not excluding the general.
2. To provide, maintain, and deliver to BENEFICIARY fire insurance satisfactory to,  
and with loss payable to, BENEFICIARY. The amount collected under any fire or other  
insurance policy may be applied to BENEFICIARY upon any indebtedness secured  
hereby and in such order as BENEFICIARY may determine, or, at the option of the

BENEFICIARY, the entire amount so collected or any part thereof may be released to TRUSTOR. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of BENEFICIARY or TRUSTEE; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which BENEFICIARY or TRUSTEE may appear.

4. To pay at least ten (10) days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this TRUST.

5. To pay immediately and without demand all sums expended by BENEFICIARY or TRUSTEE pursuant to the provisions hereof, with interest from date of expenditure at the rate of ten and one-half percent (10.5%) per annum.

6. Should TRUSTOR fail to make any payment, fulfill any obligations as provided in the NOTE, or to do any act as herein provided, then BENEFICIARY, but without obligation so to do, and without notice to or demand upon TRUSTOR, and without releasing TRUSTOR from any obligation hereof, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, BENEFICIARY being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of BENEFICIARY or TRUSTEE, pay, purchase, contest, or compromise any encumbrance, charge, or lien which in its judgment appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel, and pay his or her reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of, or injury to, said property or any part thereof is hereby assigned and shall be paid to BENEFICIARY, who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum or compliance with any obligation secured hereby after its due date, BENEFICIARY does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay or comply.

3. At any time or from time to time, without liability therefor, and without notice, upon written request of the BENEFICIARY and presentation of this DEED OF TRUST and said notice for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, TRUSTEE may reconvey all or

any part of said property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of BENEFICIARY stating that all sums or obligations secured hereby have been paid, and upon surrender of this DEED OF TRUST and said NOTE to TRUSTEE for cancellation and retention, and upon payment of its fees, TRUSTEE shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this DEED OF TRUST of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, TRUSTOR hereby gives to and confers upon BENEFICIARY the right, power and authority, during the continuance of these TRUSTS to collect the rents, issues, and profits of said property, reserving unto TRUSTOR the right, prior to any default by TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, BENEFICIARY may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as BENEFICIARY may determine. The entering upon and taking possession of said property, the collection of such rents, issues, and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by the TRUSTOR in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable, at the option of BENEFICIARY. In the event of default, BENEFICIARY shall execute or cause the TRUSTEE to execute, a written notice of such default of its election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of the county wherein said property is situated.

After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. TRUSTEE may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. TRUSTEE shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals of such deed of any matters or facts shall be

conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE, or BENEFICIARY, may purchase at such sale.

After deducting all costs, fees, and expenses of TRUSTEE and of this TRUST, including cost of evidence of title and reasonable counsel fees in connection with sale, TRUSTEE shall apply the proceeds of sale to payment of all sums then secured hereby, with accrued interest, in such order and manner as may be required by BENEFICIARY, the remainder, if any, to be paid to the person or persons legally entitled thereto.

7. This DEED OF TRUST applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. In this DEED OF TRUST, whenever the context so requires, the singular number includes the plural.

8. TRUSTEE is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which TRUSTOR, BENEFICIARY, or TRUSTEE shall be a party, unless brought by TRUSTEE.

9. BENEFICIARY may, from time to time, substitute another TRUSTEE in the place of the TRUSTEE herein named, to execute this TRUST. Upon such appointment, and without conveyance to the successor TRUSTEE, the latter shall be vested with all the title, powers, and duties conferred upon TRUSTEE herein named. Each such appointment and substitution shall be made by written instrument executed by the BENEFICIARY, containing reference to this DEED OF TRUST sufficient to identify it, which, when recorded in the office of the county recorder of the county in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

C. In the event the herein described property, or any part thereof or any interest therein, is sold, agreed to be sold, conveyed or alienated by TRUSTOR, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of BENEFICIARY and without demand or notice, shall immediately become due and payable. Without in any way limiting the rights of the BENEFICIARY as set forth in this paragraph, TRUSTOR shall notify BENEFICIARY in writing of any proposed sale, conveyance, or alienation. Such written notice shall contain financial information sufficient to enable BENEFICIARY to determine the financial ability of the grantee to comply with the provisions of this DEED OF TRUST

D. Any notice of default and any notice of sale hereunder shall be mailed to TRUSTOR at the following address:

[GRANTEE NAME AND ADDRESS]

BENEFICIARY:  
STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

TRUSTOR:  
[GRANTEE NAME]

By:  
Rusty Areias, Director  
Department of Parks and Recreation  
1416 Ninth Street, Room, 1405  
Sacramento, California 95814

By:  
[NAME OF SIGNATORY]]  
[TITLE]  
[GRANTEE NAME]  
[ADDRESS]



State of California  
County of Sacramento

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ personally known to me to  
be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_ personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_